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The Solicitors' Journal

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Current Topics.

The Great Seal in Commission.

IN FORMER days it was not uncommon, when the Government had political reasons for not immediately filling a vacancy in the office of Lord Chancellor, for Commissioners to be appointed to have the care and custody of the Great Seal during what may be called the interregnum. The last occasion when recourse was had to this procedure was in 1850 when Lord LANGDALE, the Master of the Rolls, with Vice-Chancellor SHADWELL and Baron ROLFE, were appointed Commissioners till the promotion to the woolsack of Chief Justice WILDE (Lord TRURO) was announced. After 1850 no occasion arose for the appointment of Commissioners of the Great Seal till 1913, but in the latter year the reason for having recourse to this procedure was very different from that which obtained in 1850. The Great Seal must not be taken outside the realm, and as in 1913 the Lord Chancellor—Lord HALDANE—was invited to visit Canada and the United States, it was essential to make provision for the custody of the *clavis regni* during his absence, and accordingly Viscount MORLEY, Earl BEAUCHAMP and Sir HERBERT COZENS-HARDY, the then Master of the Rolls, were appointed Commissioners for its care and custody during the absence of the Lord Chancellor. Once again a Commission has been appointed for the like purpose "during any absence of The Right Honourable JOHN Lord SANKEY, Lord High Chancellor of Great Britain, from the United Kingdom," the Commissioners on this occasion being four in number—Lord MUIR MACKENZIE, Mr. Justice HAWKE, Mr. Justice MACNAGHTEN and Mr. Justice LUXMOORE. It has been the almost invariable rule to include the Master of the Rolls in the Commission, and doubtless the reason for his omission on the present occasion is the fact that Lord HANWORTH is himself at the moment absent from the United Kingdom. The powers of the Commissioners are defined by s. 211 of the Judicature Act, 1925, which provides as follows: "When the Great Seal is in commission, the Lords Commissioners shall represent the Lord Chancellor for the purposes of this Act: Provided that the powers vested in the Lord Chancellor by this Act in relation to (*a*) the presidency of the Court of Appeal; (*b*) the appointment and approval of officers; (*c*) the approval of any order for the removal of officers; (*d*) any other act to which the concurrence or presence of the Lord Chancellor is by this Act made necessary; may be exercised by the senior Lord Commissioner for the time being." As by s. 6 of the Act the Lord Chancellor is president of the Court of Appeal, a post which he rarely fills, it is conceivable, although highly improbable, that Lord MUIR MACKENZIE, as the senior Lord Commissioner, might fill the position were the court to sit before the return of the Lord Chancellor.

Rationalisation in Religion.

THE DIFFICULTIES of co-operation between high and low churches were recently illustrated in two cases before a judicial committee of the Privy Council, consisting of the Lord CHANCELLOR and Lords DARLING and TOMLIN. The Ecclesiastical Commissioners proposed to amalgamate the benefices of Claydon and Barham, in the diocese of St. Edmundsbury and Ipswich, but petitioners from Claydon objected on the grounds that (*a*) their church had vestments, lights and incense, but Barham had not; (*b*) Claydon was a growing parish on the main road from Ipswich to Norwich, and union with another parish was an unnecessary burden; (*c*) it was undesirable to sell the Claydon rectory, which was given by a former incumbent; (*d*) it would inconvenience the communicants to have no resident clergyman. The Lord CHANCELLOR pointed out that the scheme was to unite the benefices, but to leave the parishes distinct, and although it was difficult to part with traditions of the past, the time had come to consider the general good of the church as the supreme measure. The jurisdiction was disagreeable to exercise, but the Commissioners had gone wrong neither in law nor on the facts, and the petition was therefore dismissed. The Commissioners also proposed to amalgamate the benefices of St. Martin and Holy Trinity at Colchester, and petitioners from the former asked for protection of their privileges, as although at present the services included communion with vestments and two or eight lights, the incumbent of the new benefice would have the future decision. The case for the Commissioners was that in Colchester, as in London, there was a shrinkage of congregations in the centre and development in the suburbs, and that St. Martin's had ceased to be residential and had become a business area. The Lord CHANCELLOR observed that the scheme was initiated by one bishop and approved by his successor, and he hoped that parishioners would sink individual or parochial views, as these were unfortunate differences in the Church of England. The above was not a case of an advanced church with a large congregation, and the Bishop's commissioners were unanimously in favour of the scheme, which in the circumstances was approved—the petition being therefore dismissed.

Unwise Generalities.

JUDGES, MAGISTRATES and coroners, who have peculiar opportunities of obtaining information, often do good service when they call attention to defective legislation, prevalent evils or public dangers. The wise among them, however—and these are the majority—are slow to make pronouncements and confine themselves to matters upon which they can speak with certainty and authority. We question the wisdom of the Reading coroner, assuming that he is correctly reported, in the conduct of his campaign against road hogs. He is said

to have described lorry drivers as some of the most inconsiderate drivers on the road, who never give signals and don't care; motor coach drivers are splendid, so are 'bus drivers; owners of super-powered saloon cars are hogs who treat him in his three-wheel car like dirt; women drivers are disgraceful, chattering like monkeys; he has finished with motor cyclists, and he wants to bring in ordinary cyclists for riding three abreast. Others among us who, like the Reading coroner, drive cars, might retort that our own experience is that many lorry drivers are considerate, some coach drivers are a public danger, a few owners of powerful saloons drive like gentlemen, many women drivers are as silent as the coroner himself and highly skilled, and not all cyclists are either mad or selfish. Sweeping generalities are foolish because almost invariably inaccurate as applied by a system of loose classification. A man of good sense and nice feeling does not become a pig because he drives a lorry, and a capable, sensible woman is not transformed into a chattering idiot by being put in charge of a car. Motor driving is partly a matter of skill and partly of good manners; in neither instance does the vehicle itself, the social position of the driver, or even sex, enter decisively into the question. A magistrate wisely checked counsel recently, who, in defending a taxicab driver, observed that everyone knew what women drivers were, or something to that effect. "Hadn't you better be careful?" said the magistrate, "many people generalise just as much about taxi drivers."

The Remuneration of Share Fishermen.

An action concerning the above is not beyond the jurisdiction of the county court by reason of its being a profit-sharing dispute, as shown by the recent test case of *Sturley* v. *Powell*, at Haverfordwest. The plaintiff was a fisherman and part-owner of the trawler "Fleck" of Milford Haven, and claimed £100 from the defendant as chief engineer. The remuneration of the crew was not by wages, but they shared profits and losses under a pooling arrangement, whereby the proceeds of a trip—less deductions for the running of the vessel—were divided as follows:—Owner, 5 parts; skipper, $1\frac{1}{4}$; mate, $1\frac{1}{8}$; chief engineer, $1\frac{1}{8}$; rest of the crew, one share each. There was also the "stocker," viz., the proceeds of the catch of dogfish and roes, which averaged from 40s. to 50s. per trip. The system worked well while the trips were paying, but sometimes a vessel had an actual loss, and sometimes only a profit sufficient to pay the men one small share of £1 or £2. The custom, in that event, was to make up the men's money to £3 a week, on the understanding that the men would repay, but owing to a continuance of bad luck the crew had not repaid their advances and had drifted away one by one—some owing considerable sums. The owners ultimately had £360 outstanding, but the crew had never disputed the obligation to repay, and they had not been told (as alleged) that more would be deducted if they made a row, nor had they been penalised for asking for their legal rights. The defendant's plea to the jurisdiction having been overruled, it was contended on his behalf that he had a set-off under an agreement of 1922, whereby a minimum wage was agreed at £3 a week, subsequently altered to £3 a trip. His Honour Judge Frank Davies found for the plaintiff, and gave judgment for £100, with a stay of execution, the other actions being adjourned pending the question of an appeal.

Education Authorities and Free Places.

The difficulty of preventing an abuse of educational privileges was recently illustrated at Dolgelly County Court in *Williams* v. *Lewis*, the claim being for a £10 penalty and 5s. book fees. The plaintiff was a solicitor and clerk to the Dolgelly Grammar School Governors, and the defendant was the father of a pupil who had been withdrawn without their consent. In September, 1927, the defendant had signed an agreement to keep the boy at the school for a minimum period of four years, but the boy had not attended in the summer term, and had been absent forty-seven out of 103 times during the previous term. He had since entered a blind-alley occupation as an errand boy, and the school grants had been lost, as the pupil had had a free place as the result of the entrance examination. The governors sympathetically considered applications for leaving, when suitable employment had been secured, but in the above case no reason had been given for the withdrawal, and His Honour Deputy-Judge Ellis Roberts gave judgment for the plaintiffs, with costs. The converse aspect of the same problem was recently discussed by the Salop County Council in reference to the question whether dullards sometimes remained at school when they should be engaged in manual service. Attention was called to the fact that there was no system of review for pupils whose attainments did not justify the money spent on their secondary education, as it was not within the province of a head-master or head-mistress to take action in such circumstances.

The Rating of Sporting Rights.

Many complexities have arisen out of the new rating legislation, one of which lies in the different methods adopted by rating authorities in their interpretation of their duties in regard to the valuation of sporting rights. In some cases where sporting rights have been reserved, the value of these rights has been separated for valuation purposes, and where they extend over separate hereditaments the method adopted has been to treat the whole ownership of sporting rights as one independent entity and assess at an acreage valuation. This, however, would seem to be an innovation for which there is no substantial ground. The Rating and Valuation Act, 1925, contains nothing that seems to alter in this particular matter the methods prescribed by the Rating Act, 1874. By ss. 6 and 9 of the last named Act, where sporting rights are severed from the occupation of land they are not to be separately rated, but if the rateable value of the land is increased by reason of the value attributable to the sporting rights the occupier may deduct this extra amount from his rent—unless he has compounded with his landlord over the matter. It may well be therefore that we shall hear of some appeals over this particular matter.

Canal Boat Children.

As the result of a recent inquiry by an inspector of the Ministry of Health into the condition of children living in canal boats, a report has been issued from which we learn that there are no substantial reasons for interfering with the present condition of things; and the inspector is of opinion that the time has not arrived for any drastic change in the direction of taking such children away from their parents or of requiring them to be housed in a definite place. The report states that as a rule canal boat children are well cared for by their parents, and the general conclusion seems to be that the canal boat child, despite the limited domestic accommodation the boat affords, is physically better off than the child of the city slum. The education of children living in canal boats is one of the principal matters to which the concern of local authorities has to be directed. This is provided for by s. 50 (1) of the Education Act, 1921, which lays it down that children registered under the Canal Boats Acts, 1877 and 1884, and their parents are to be deemed to be resident in the place to which the boat is registered as belonging, and accordingly such children will be under the jurisdiction of the local education authority for that place—subject to satisfactory proof that they are receiving efficient instruction in some other area.

Litter.

To fine a man for dropping a few omnibus tickets in the street, or for throwing away nutshells in a park, seems at first sight a piece of grandmotherly interference. If, however, hundreds of thousands of people every day litter the public streets and parks, and if every week-end beauty spots all over the country are defiled by the rubbish of innumerable

untidy picnic parties, the evil assumes large proportions and it becomes clear that the many who contribute a little to the large sum-total must be taught somehow that this new national fault is to be conquered. Educating children and appealing to adults may have some effect, but apparently bye-laws and fines are also necessary. The Home Office has lately been considering the framing of a model bye-law for the use of local authorities. In the enforcement of such bye-laws it is necessary to preserve a sense of proportion and reality. Penalties need hardly be severe for small acts of thoughtlessness, but, equally, prosecutions should not be ridiculed as vexatious. Paraphrasing a famous dictum, magistrates might well say: "You are not fined for throwing down a little paper, but in order that others may not throw down paper."

Very Mixed Bathing.

MANY OF us can remember when bathing was a matter of considerable restriction. Without a machine or a tent, it was usually allowed before 8 a.m. or after 8 p.m., and it was never mixed. Bye-laws were strictly enforced; indeed, very few people had the temerity to disregard them. We should be sorry to go all the way back; mixed bathing, in the friendly, family party style, is the best bathing of all. But surely there might still be limits! Seaside and riverside at this season of the year are abandoning, or so it seems in many parts, every restriction as to time and place. What used to be quiet little haunts are now noisy rendezvous for bathers of both sexes who dress and undress with little regard for passers-by, and who often spend a great deal of time ashore in costumes which, while decent enough for the actual bathe, are quite inadequate for prolonged use on land. We think that without being either prudish or offensive, authorities might insist on a little more observance of restraint. Talking of bathing (one may surely digress a little in the Long Vacation), the Marlborough Street magistrate expressed considerable surprise upon learning last week that a woman police constable was on duty in Hyde Park guarding the approach to the boys' bathing place and warning off women who approached too closely. He, not unnaturally, but perhaps not quite seriously, suggested that sex equality demanded that a male officer should be told off to guard the girls' bathing place. It certainly seems very mixed.

Marriages of Convenience.

MAGISTRATES DEALING with matrimonial cases involving desertion or neglect to maintain occasionally find themselves confronted with legal problems of some difficulty, and the common, airy disposal of such cases as matters of common sense involving no law is likely to lead to some bad mistakes. For example, agreements to live apart, made after marriage, have often to be considered as having an effect upon the question of alleged desertion. These sometimes present difficulty; but, at all events, it is beyond doubt that such an agreement may be valid. Less common, and, therefore, more likely to lead to error, is the case of an agreement made before marriage. The Willesden bench had an instance of this kind last week, when the husband produced a document which he said his wife signed before marriage in order to make the marriage conditional. It read: "I agree that my marriage is purely formal, to assist me through the birth of my child, after which I agree to annul the said marriage." The chairman rightly pointed out that individuals had no power to annul marriages. The wife denied signing the document, and apparently the magistrates believed her. The husband was ordered to pay maintenance for his wife and child. Furthermore, it may be pointed out that even if a woman did sign such a document before marriage, it would clearly be invalid as being contrary to public policy. Couples who have tried living together and made a failure of it are allowed to make lawful agreements to live apart; but any such agreement made before marriage would be of no effect whatever.

The Companies Act, 1929.

By ARTHUR STIEBEL, M.A., Barrister-at-Law (Registrar, Companies—Winding-Up—Department, and Author of "Stiebel's Company Law and Precedents").

(*Continued from p.* 550.)—X.

(5) *Provisions applicable to every Mode of Winding-up.*

All debts payable on a contingency, and all claims against the company, will be admissible to proof against the company, a just estimate being made, so far as possible, of the value of such debts or claims as are subject to any contingency, or sound only in damages or for some other reason do not bear a certain value.

The date for proof is the winding-up order, where there has been no previous voluntary winding-up, and in all other cases the commencement of the winding-up. If the company is insolvent the bankruptcy rules with regard to the respective rights of secured and unsecured creditors and to debts provable and to the valuation of annuities and future and contingent liabilities will apply in England. Certain taxes, parochial and other rates and certain wages and salaries will have priority to all other debts. Unless the company is wound-up voluntarily merely for the purposes of reconstruction or of amalgamation with another company, amounts due under the Workmen's Compensation Act, 1925 and in respect of contributions payable by the company as the employer of any persons under the National Health Insurance Acts, the Widows', Orphans' and Old Age Contributory Pensions Act, 1925, and the Unemployment Insurance Acts will also have preference. One new provision is that where payments on account of wages and salary have been made to any person in the employ of the company out of money advanced by some person for that purpose, that person will have a right of priority in respect of the money so advanced and paid up to the amount by which the sum in respect of which that employee would have been entitled to priority in the winding-up has been diminished by reason of the payment being made.

These debts abate in equal proportions if the assets are insufficient to pay them all, they have priority over the claims of persons entitled to a floating charge, and in the event of a landlord or other person distraining or having distrained on any goods or effects of the company within three months next before the date of a winding-up order, the debts to which priority is given by this section will be a first charge on the goods or effects so distrained on, or the proceeds of the sale thereof.

The Effect of Winding-up on antecedent and other Transactions.—Conveyances, mortgages, payments and other dispositions of the property of an insolvent company in favour of any creditor will, if made within three months of the commencement of the winding-up, be void if made with the intent of giving the creditor or any surety for him a preference over other creditors.

Where a company is being wound-up, a floating charge on the undertaking or property created within six (not as at present three) months of the commencement of the winding-up will, unless it is proved that the company immediately after the creation of the charge was solvent, be invalid, except to the amount of any cash paid to the company at the time of or subsequently to the creation of and in consideration of the charge, together with interest on that amount at the rate of 5 per cent. per annum.

Where any part of the property of a company which is being wound-up consists of land burdened with onerous covenants, of shares or stock of unprofitable contracts or of any other property which is unsaleable by reason of its binding its possessor to the performance of any onerous act, or to the payment of any sum of money, the liquidator may disclaim the property. It will be necessary first to obtain the sanction of the court. The court has power to

make vesting orders with regard to disclaimed property and any one injured by a disclaimer can prove for the damages he has suffered.

An execution creditor cannot retain the benefit of an execution which was not completed at the commencement of a liquidation, or at a time when he knew of a meeting for voluntary winding up, and where notice is served on a sheriff of the appointment of a provisional liquidator or of a winding-up order, or of the passing of a resolution for voluntary winding-up before an execution is completed, the property must be handed to the liquidator, but the sheriff will have a charge for his costs. In executions for judgments for over £20, if the goods are sold or money is paid to the sheriff, he may deduct his costs, and must retain the balance for fourteen days, and if within that time the sheriff hears of a petition or of the calling of a meeting for voluntary winding-up, such balance must, if liquidation follows, be handed to the liquidator.

The bankruptcy offences will in future apply to officers of a company which is in liquidation.

If the business of a company has been carried on with intent to defraud creditors of the company or of any other person, or for any fraudulent purpose, the court may declare that any directors, past or present, who were knowingly party to the carrying on of the business in such manner shall be personally responsible without limitation of liability for all or any of the debts or liabilities of the company. The court may also give further directions for making the liability effective and in particular may make it a charge on debts due from the company to, or charges given by the company in favour of, the person against whom the declaration has been made, or any person on his behalf. In such cases a criminal offence will have been committed, and an order may be made preventing the director from being a director of or concerned or taking part in the management of any company without the leave of the court, in the same way as in cases where a further report has been made. For the purpose of this provision, the expression "director" includes any person in accordance with whose directions or instructions the directors of a company are accustomed to act, unless they only act on advice given by him in a professional capacity.

If it appears to the court in the course of a winding up by, or subject to the supervision of, the court that any past or present director, manager or other officer or any member of a company has been guilty of any offence in relation to the company for which he is criminally liable the court may, either on the application of any person interested in the winding-up or of its own motion, direct the liquidator in the case of a winding-up in England either himself to prosecute the offender or to refer the matter to the Director of Public Prosecutions for investigation. In Scotland the matter will be referred to the Lord Advocate.

In a voluntary liquidation such matters must be referred by the liquidator to the Director of Public Prosecutions or the Lord Advocate, and the liquidator must give every facility for investigation The Director of Public Prosecutions or the Lord Advocate may refer the matter to the Board of Trade for enquiry.

If on any report to the Director of Public Prosecutions it appears to him that the case is not one in which proceedings ought to be taken by him, he must inform the liquidator, and the liquidator, subject to the sanction of the court, may himself take proceedings against the offender; but the Director of Public Prosecutions or Lord Advocate may institute proceedings, and in such case it will be the duty of the liquidator and of every officer and agent of the company to give the Director of Public Prosecutions or the Lord Advocate full information in connection with the prosecution.

Supplementary Provisions as to Winding-up.—Corporations cannot be liquidators, unless appointed before 3rd August, 1928.

If any liquidator who has made any default in filing, delivering or making any return, or other document, fails to make good the default within fourteen days after being required so to do, the court may make an order directing the liquidator concerned to make good the default within such time as is specified in the order, and such order may direct that the costs of the application shall be borne by the liquidator.

Where a company is being wound up, every invoice order for goods or business letter issued by or on behalf of the company or a liquidator of the company, being a document on or in which the name of the company appears, must contain a statement that the company is being wound-up.

The exemptions from stamp duties, which have hitherto applied to compulsory liquidations, have been extended to creditors' voluntary liquidations.

When a company has been wound-up the books and papers of the company and of the liquidators may be disposed of, in the case of a winding-up by, or subject to the supervision of the court in such way as the court directs, in the case of a members' voluntary winding-up, in such way as the company by extraordinary resolution directs, and, in the case of a creditors' voluntary winding-up, in such way as the committee of inspection or the creditors direct.

The Board of Trade has now power to prevent the destruction of such books and papers for a period of not exceeding five years from the dissolution of the company.

Periodical returns have to be made to the Registrar of Companies of every winding-up which is continued for more than one year, and unclaimed or undistributed assets must be paid into the company's liquidation account at the Bank of England. Any person claiming to be entitled to any money paid into the Bank of England in pursuance of the Act may apply to the Board of Trade for repayment thereof, and any person dissatisfied with the decision of the Board in respect of such a claim may appeal to the High Court.

Provisions as to Dissolution.—Where a company has been dissolved the court may at any time within two years of the date of the dissolution declare the dissolution to have been void, and thereupon such proceedings may be taken as might have been taken if the company had not been dissolved.

Where the Registrar of Companies has reasonable cause to believe that a company is not carrying on business, or in operation, or in the case of a company in liquidation that no liquidator is acting or that the affairs of the company are fully wound-up, and that proper returns have not been made for six months, he must give certain notices, and if he gets no satisfactory answer he must strike the name of the company off the register. This will not affect the liability of any officer or member of the company or prevent an order for winding-up. The court may, on an application made within twenty years, order the name to be restored, and on registration of the order the company will be deemed to have continued in existence as if its name had not been struck off.

Property of a dissolved company will pass to the Crown or the Duchy of Lancaster or the Duke of Cornwall as *bona vacantia*.

(*To be continued.*)

The Deduction of Property Tax from Rent.

In pursuance of the principle that, so far as possible, tax should be deducted at the source, the Income Tax Acts lay down that, with few exceptions, tax under Sched. A shall be charged on and paid by the occupier for the time being of the premises concerned.

The occupier is defined as follows: "Every person having the use of any lands or tenements shall be deemed to be the occupier thereof."

Where the occupier is not his own landlord, he may recoup himself for the payment of Sched. A tax by deducting the tax so paid from his rent. If he pays no rent, then he has no right of recovery, and legally, must bear the tax himself.

This position is far from uncommon. All readers will, doubtless, be familiar with the case where a person is allowed to live rent free through the goodwill of a landlord, who may be a relative of the occupier, and no hardship arises in such a case, for even if the owner will not refund the tax, the occupier has still got a very good bargain.

But there are cases where an element of hardship may be present. A clergyman, for example, may occupy a house rent free, as part of his remuneration, which is, therefore, reduced if he personally has to bear the property tax. In such cases it is usual for a private arrangement to be made with the owners of the property. The rules relating to the deduction of tax from rent may be found in No. VIII of Sched. A, Income Tax Act, 1918, and are not affected by s. 39 of the Finance Act, 1927. They are briefly described below.

A tenant may not deduct any greater sum than that actually paid by him—he cannot, for example, treat "rent" as an "annual payment."

Further, if the assessment exceeds the rent, he may deduct only the proportion applicable to the rent, and he must bear the remaining tax himself. If, for example, the assessment were £200 at 4s. and the rent £100, he could deduct only £100 at 4s. In such circumstances the difference between the rent and the assessment is regarded as his—the tenant's—income, for taxation purposes, and is chargeable by tax accordingly. In the example given, therefore, £100 would be treated as part of the tenant's assessable income, and would attract any allowances due to him. The maximum rate at which tax may be deducted is the rate or rates in force "during the period through which the said rent was accruing due." As stated above, s. 39 of the Finance Act, 1927, which abolished "accruing" rates in the case of annual payments, generally does not apply to rent.

Before a landlord consents to allow a deduction for tax, he may, if he so desires, insist on the production of the collector's receipt.

The deduction must be made from the *next* payment of rent or the right of deduction is lost.

Any agreement for the payment of rent without allowing a deduction for tax is void, and a person who refuses to allow such a deduction is liable to a forfeit of £50 (General Rule 23). It should be noted, however, that this rule does not prevent a person agreeing to pay a landlord a rent which, after deduction of tax, amounts to a certain annual sum. This is simply a method of computation which recognises the right of deduction but fixes the net sum instead of the gross sum, as is usually the case.

Any dispute between a landlord and tenant on the subject of tax is to be settled by the local General Commissioners (General Rule 22)

Where a landlord has been assessed direct—e.g., by request, or in respect of the properties mentioned in r. 8 of No. VII of Sched. A—and he has not paid the tax, that tax can be levied upon his tenants, who may deduct the tax so paid from their rent. If the premises concerned are (*a*) of a less annual value than £10, or (*b*) lands or tenements let for a period less than one year, the deduction must be made from the next payment of rent. But in other cases where the landlord has been assessed, the deduction may be made from *any* subsequent rent payment.

If a tenant has been forced to pay arrears of tax which ought to have been paid (but not ultimately borne) by a former occupier, he may deduct this tax from any subsequent payment of rent.

It might be mentioned that since a landlord cannot produce receipts for tax paid by his tenants, any repayment claims on his behalf should be supported by certificates of reduction of tax, on forms 185, signed by the tenants.

Directors' Individual Responsibilities.

A WELL-KNOWN "city editor" has recently been drawing the attention of his readers to the fact that a large number of limited companies were floated last year whose shares soared to premiums, but are now quoted at almost ludicrous discounts. Many of these companies had well-known men on their directorates and a number of them, it is said, are months behind the proper date for holding their first annual meeting. The writer suggests that shareholders in such concerns should demand an explanation from their directors as to this state of affairs. It is also alleged that there is a growing practice for directors to resign from boards of unsuccessful companies without offering any explanation for so doing to the shareholders; and attention is called to the effect of recent legislation in emphasising the personal responsibility of directors of companies with a view to preventing abuse of their office.

It does not appear that the Companies Act, 1928 (since consolidated into the Act of 1929), contained any direct provision emphasising the duties of directors in either of the two matters which form the subject of the above comments. So far as the annual general meeting is concerned, s. 64 of the Act of 1908 re-appears in s. 112 of the Companies Act, 1929, and still holds good, requiring that a general meeting of every company must be held (*a*) once at the least in every *calendar* year; and (*b*) not more than fifteen months after the holding of the last preceding general meeting. Every director or other officer of the company who is knowingly a party to any default in this regard is liable to a fine not exceeding £50, and the court may, on the application of any member of the company, call or direct the calling of a general meeting of the company.

But the new Act strengthens the hands of members generally in regard to the holding of meetings. By s. 114 of the Act of 1929 the position in regard to extraordinary meetings is tightened up. It provides that the directors of a company, *notwithstanding anything in its articles*, on the requisition of members representing not less than one-tenth of the total voting rights of all the members having at the date of the deposit of the requisition a right to vote at general meetings, must convene an extraordinary general meeting; and if the directors do not within twenty-one days from the date of the deposit of the requisition proceed to do so, the requisitionists (or those representing one-half of their total voting power) may convene a meeting themselves to be held within three months of the date of the deposit of the requisition. Moreover, the company must repay any reasonable expenses incurred by the requisitionists, and retain the same out of sums due or to become due from the company by way of fees or other remuneration to the directors in default.

As regards directors resigning from unsuccessful concerns, it is difficult to see how this can be prevented. The director who resigns because he is aware of something going on that is unlawful cannot in that way escape liability for the consequences of anything that he has allowed to go on before resigning. In such case his plain duty would be to move for an injunction against his co-directors; failure to do so would not be cured by resignation. The provisions of Pt. IV of the Companies Act, 1929, relating to directors and managers are sufficiently stringent to give pause to anyone lightly entering upon such an office. No part of the amending Act of 1928 (since consolidated in the 1929 Act) contains more important changes affecting directors than are to be found here. It may be of interest to detail these changes. They are as follows:—

(1) Every company (other than a private company) must now have at least two directors (s. 144).

(2) There are new restrictions upon the appointment or advertisement of directors (s. 140).

(3) The court may, in certain circumstances, disqualify any person from holding directorships for a period of five years.

(4) Undischarged bankrupts may not act as directors or take part in the management of any company without the leave of the court.

(5) The total remuneration of a director and any loans made to him must appear in the annual accounts (s. 128).

(6) Stricter provisions as to the register of directors and managers are set out in detail (s. 144).

(7) On demand by persons holding 25 per cent. of the voting power, the directors of a company must furnish details of their remuneration, fees and other emoluments (including income tax and super-tax paid for them) received from the company and from its subsidiary companies for three years past (s. 148).

(8) Stricter provisions are to be enforced as to disclosure of interest in other forms (s. 149).

(9) Compensation to directors for loss of office or on retirement is unlawful except under special circumstances and dealings by directors in the company's shares are strictly regulated (s. 150).

(10) Any assignment of his office by a director is void except it be approved by special resolution (s. 151).

(11) Articles providing, or agreements made, for exempting directors and officers from liability for any breaches of duty are void (s. 152).

(12) Various stringent provisions relating to the keeping and publication of accounts and the responsibility therefor of directors have been added (ss. 122, 123); also as to fraudulent trading (s. 275).

It will, therefore, be seen that shareholders in public companies have it in their power, if they choose, to insist upon directors acting in a very different manner from that in which it has hitherto been the practice of many to act; and the provisions of s. 356 which, *inter alia*, make every director and officer of a company guilty of a like offence when the company is convicted, unless he can prove that the offence was committed without his knowledge or consent, of itself carries a warning to such as are disposed to be neglectful of their duty.

A Conveyancer's Diary.

The Position Pending Completion.

The relative positions of a vendor and purchaser of land pending completion can hardly be defined in exact terms. It has been said sometimes that the vendor is a trustee for the purchaser. That is, no doubt, partly true. The duty of the vendor is to preserve the property. Thus, where there was an open contract for sale of a leasehold house, there being a covenant to repair in the lease, the vendor allowed the property to get into disrepair and was served with a notice by the local authority requiring him to pull down or render secure a part of the premises as being a dangerous structure, it was held that the vendor was bound to comply with the covenants in the lease pending completion, and must bear the cost of complying with the notice: *Re Highett & Bird's Contract* [1902] 2 Ch. 215. The duty of the vendor is to continue the cultivation of the property in a husbandlike manner: *Foster* v. *Deacon* (1818), 3 Madd. 394; he must (apart from any covenant in a lease) keep the property in a reasonable state of repair, so that the purchaser may take the thing which he contracted to buy, unless there are some special circumstances which alter that obligation: *Phillips* v. *Silvester* (1872), L.R. 8 Ch. 173; *Royal Bristol Permanent Building Society* v. *Bomas* (1887), 35 Ch. D. 390, 397; he must protect the property from damage by trespassers: *Clarke* v. *Ramuz* [1891] 2 Q.B. 456; and generally take such care of it as though he were a trustee. The vendor is not under an obligation to do more. Thus if he expend money on improvements beyond necessary current repairs, he cannot charge the purchaser unless, of course, under an agreement between them.

On the other hand, the vendor is not liable to compensate the purchaser for any accidental damage caused through no default or neglect of his: see *Lysaght* v. *Edwards* (1876), 2 Ch. D. 499, 507.

The position is the same where damage has been caused by accidental fire. The vendor is not liable in such a case, and the loss falls upon the purchaser: *Paine* v. *Meller* (1801), 6 Ves. 349; *Rayner* v. *Preston* (1881), 18 Ch.D. 1.

The purchaser should therefore always insure immediately on the signature of the contract or see that he gets the benefit of any insurance effected by the vendor. To do the latter effectively it was always necessary to obtain the consent of the insurance office. There is now in this connexion a provision in the L.P.A., 1925, which does not carry the matter much further, so far as a purchaser is concerned.

Section 47 (1) provides, in effect, that where after any contract for sale, etc., money becomes payable under any policy of insurance effected by the vendor in respect of damage to the property included in the contract, the money shall, on completion, be held in trust for the purchaser. Under sub-s. (2), however, the provision is made to apply only subject to (*a*) any stipulation to the contrary in the contract, (*b*) any requisite consents by the insurers, and (*c*) to the payment by the purchaser of the proportionate part of the premium from the date of the contract.

The only practical effect of this provision seems to be that in contracts entered into after the commencement of the L.P.A. it has not been necessary to insert the common clause that the purchaser is to have the benefit of the policy of insurance effected by the vendor. It still remains incumbent on the purchaser to obtain the consent of the insurance office. This is, of course, usually a mere matter of form. It will be noticed that mere notice to the insurance office is not sufficient. The consent should be obtained.

A question has been raised as to the meaning of clause (*a*) of sub-s. (2). It has been suggested that the contract there referred to is the contract of insurance and not the contract for sale. I think, however, that the context clearly shows that the contract for sale is that intended.

By sub-s. (3) the provisions of the section are applied to any sale by order of the court, the vendor in that case being the "person bound by the order"; the "payment of the purchase money" takes the place of the completion, and for the date of the contract is substituted "the time when the contract becomes binding."

Other interesting questions arise, as to the position of parties pending completion, with regard to the alteration of the status of one of the parties by death or bankruptcy, especially the latter, in connexion with which the provisions of the Bankruptcy Acts with regard to a bankrupt's contracts have to be considered. But such questions must be left for a future issue.

Landlord and Tenant Notebook.

New Lease of Premises within Rent Acts.

It is conceived that difficult points of law might possibly arise when the question of the grant of a new lease of premises within the Rent Acts arises.

In some circumstances, it seems quite clear that premises which are within the Rent Acts might also come within the provisions of the Landlord and Tenant Act, 1927.

Thus, a dwelling-house will not be prevented from being within the Rent Acts merely by reason of the fact that a part thereof is used for the purpose of a trade or business, and under s. 17 (2) of the Landlord and Tenant Act, 1927, it is equally clear that such premises might constitute a holding

for the purposes of that Act, since s. 17 (2) provides that "the holdings to which [Pt. I of the Act] applies are any premises held under a lease, other than a mining lease, made whether before or after the commencement of the Act, and used wholly or *partly* for carrying on thereat any trade or business."

The type of premises, therefore, most likely to come within the scope of both Acts is the small lock-up shop and dwelling-house.

Under s. 5 of the Landlord and Tenant Act, 1927, a new lease may be granted, in certain circumstances, "of the premises at which the trade or business is carried on," and it is submitted, reading s. 5 as a whole, that where a new lease is granted it must be of the whole of the holding, and not merely of that particular part which is actually used for the purpose of the trade or business.

If that be so, then a new lease of a shop or dwelling-house may very well be a new lease of premises which are at the time controlled by the provisions of the Rent Acts themselves.

Now, under the Rent Acts, the landlord cannot be legally entitled to more than a maximum rental, which is to be determined by adding to the standard rent the various increases permitted by s. 2 of the Act of 1920, and furthermore, none of these permitted increases are recoverable unless and until the landlord has served on the tenant a valid notice of intention to increase the rent in accordance with the provisions of s. 2 (3) of the Act of 1920.

To examine the position under the Landlord and Tenant Act, 1927.

Under that Act it is not necessary to have recourse to the tribunal in every case, and a new lease may be granted as the result of an agreement between the landlord and the tenant.

What would be the position, however, where the new lease infringed the provisions of the Rent Acts, as, for example, with regard to the amount of the rents: could the tenant in such a case successfully contend that the landlord was not entitled to recover the full amount of the rent stipulated for in the lease?

It is submitted, inasmuch as the provisions of the Rent Acts are mandatory, and as the tenant is entitled to the benefit of them, "notwithstanding any agreement to the contrary," that the tenant would not be liable to pay under the new lease any rent in excess of that to which the landlord was strictly entitled to having regard to the provisions of the Rent Acts alone.

This, at any rate, it seems, would be the position where the new lease was granted solely as the result of agreement between the parties.

The question, however, becomes more difficult in cases where the tribunal has ordered the grant of a new lease, and some of the terms thereof are not in accordance with the provisions of the Rent Acts.

It is the duty of the tribunal, of course, to see that the terms of the new lease are such as might legally be granted, but in cases of oversight, and where by lapse of time there is no further possibility of appeal, what would be the position?

In such a case it seems that the matter is to be regarded as *res judicata*, and the tenant would be strictly bound by the terms of the lease.

The above observations, of course, would only apply where the grant of the new lease did not in itself have the effect of taking the premises automatically out of the operation of the Rent Acts, since it must be remembered that the grant of a lease to a sitting tenant of premises within the Rent Acts, in accordance with the requirements of s. 2 (3) of the Rent and Mortgage Interest (Restrictions) Act, 1923, would have the effect of decontrolling the premises.

And, perhaps, the landlord might in every case avoid the possibility of any difficulty arising by taking advantage of, and granting a lease in accordance with, the provisions of s. 2 (3) of the Rent and Mortgage Interest (Restrictions) Act, 1923.

Our County Court Letter.

THE DISTURBANCE OF EASEMENTS.

THE right to an easement does not necessarily imply the right to ameliorate the conditions under which it is enjoyed, as shown by the recent case of *Peake* v. *Hare*, at Bristol County Court. The plaintiff claimed £3 as damages for the removal of an elm tree, and an injunction to restrain interference with an outbuilding in a yard over which the defendant had a right of way. The defendant's case was that the tree was dangerous, that the plaintiff had no right to be consulted, and further, that her right of way extended over the site of the outbuilding, which the plaintiff had no right to let. As the building constituted a trespass, the defendant claimed the right to strip the roof and remove the building materials, but it appeared that since an action in 1924 the tenant had left so wide a space for the defendant's right of way that he was not exercising his right to possession. It was submitted that the fact of the tree being likely to fall—as stated by the City Forestry inspector—could be regarded as an obstruction of the right of way, but His Honour Judge Parsons, K.C., held that the defendant had not acted reasonably in removing the obstruction, without consulting the tenant, and judgment was given for the plaintiff for two guineas and costs.

The right of abatement is therefore more restricted than the right to sue, which may be exercised without invoking the aid of the owner of the soil, as appears from the recent case of *Slater* v. *Jones*, at Nantwich County Court. The plaintiff was a farmer, who claimed £10 as damages, and an injunction to restrain the maintenance of a large wooden hut at the entrance to a road, of which he was not the owner, but which was used by his cattle as a means of access to the main road. The erection of the hut had so narrowed the passage that there was a risk of the cattle being injured by "hiking" each other, and a field of 19 acres had therefore been abandoned for grazing and left for mowing. The milk yield had consequently been reduced by 20 gallons, but His Honour Judge Whitmore Richards attributed this to the weather and gave judgment for £4 as damages. The injunction was also granted, however, and an order was made for costs on Scale C.

It is noteworthy that the failure to obtain a mandatory injunction does not abrogate the right of abatement, even if the obstruction is an inhabited house. In *Lane* v. *Capsey* [1891] 3 Ch. 411, a right of way had been established in an action for a declaration, but the equitable remedy of a mandatory injunction had been refused on account of the plaintiffs' laches. The decision of the court in favour of the owner of the easement nevertheless remained, and Mr. Justice Chitty gave leave to enforce the common law right of abatement in spite of a receiver being in possession, and absolved the applicants from contempt of court. The learned judge explained, however, that his order only authorised legal remedies, and did not excuse any breach of the peace or afford protection from criminal proceedings.

Active measures may be adopted, however, with regard to easements other than rights of way, as explained by Mr. Justice Parker (as he then was) in *Jones* v. *Pritchard* [1908] 1 Ch., at pp. 638 and 639. The learned judge there laid down that the grant of an easement is *primâ facie* also the grant of such ancillary rights as are reasonably necessary to its exercise or enjoyment, so that a grantee of an easement for a watercourse (for example) may enter his neighbour's land when necessary for the purpose of repairing the watercourse. The nature of the easement may even be such that the owner of the dominant tenement not only has the right to repair the subject of the easement, but he may even be liable to the owner of the servient tenement for damage due to want of repair—as when water escapes from pipes upon another man's land, or smoke escapes from a flue carried through a neighbouring house.

See further a County Court Letter under the above title in our issue of the 24th November, 1928.

Practice Notes.

COMPENSATION ON NOTICE TO QUIT BY TENANT.

(*Continued from* 73 Sol. J., p. 363.)

III.

The Court of Appeal have upheld the decision of the Divisional Court in *Hulme* v. *Lord Waring*. Lord Justice Scrutton stated that the Agricultural Holdings Act, 1923, s. 12 (3), was not very artistically worded, but on the refusal or failure of the landlord to arbitrate the tenant was empowered to give notice to quit "for that reason." The latter expression was awkward in view of the previous wording, but Parliament might have had in mind that a refusal would also be a failure to agree within a reasonable time, although every such failure was not a refusal, as the landlord might simply do nothing. The arbitrator found as a fact that there was a failure or refusal, and—as he was entitled to say that it was one or the other—his award was good, and a year's rent was payable as compensation. Lords Justices Greer and Slesser concurred.

RELIEF AGAINST FORFEITURE OF TIED HOUSES.

In the recent case of *Smith and Co.* v. *Scotney* at Thrapston County Court the plaintiffs claimed possession of the "Queen's Head," Nassington, on the ground of a breach of the tenancy agreement. The hotel and an adjoining shop had been let to the defendant at £21 a year, subject to a "tie" that no wines or spirits should be sold other than those supplied by the plaintiffs, who were brewers at Oundle. Evidence was given of purchases during 1928 from a firm in London, but the defendant's case was that he had carried on the business in the same way as his father, who had been tenant for twenty-four years, and that he was unaware that being tied meant that he had to make all purchases from the plaintiffs. It was further pointed out that labelled bottles were on shelves in full view, and that the practice of buying from other sources had obtained for many years—the result being that the breach of agreement had been waived. His Honour Judge Farrant held, that there had been a breach of covenant, but as it would not be reasonable to make an order for possession, he gave judgment for the defendant, with costs, and refused leave to appeal. It is to be noted that a breach of an obligation of the tenancy confers no right to possession in the absence of a right of re-entry, and that the latter is only enforceable after notice under the Law of Property Act, 1925, c. 20, s. 146. If forfeiture is claimed for non-payment of rent, relief may be granted under the Supreme Court of Judicature (Consolidation) Act, 1925, c. 49, s. 46, and in the case of controlled houses the court has a discretion with regard to all breaches under the Increase of Rent, etc., Act, 1920, c. 17, s. 5 (1). In *Upjohn* v. *Macfarlane* [1922] 2 Ch. 256, Mr. Justice Astbury felt bound to exercise this discretion in the case of an innocent breach of covenant, and he refused to order a forfeiture of the lease. It was further held by Mr. Justice McCardie in *W. H. Brakspear and Sons, Ltd.* v. *Barton* (1924), 68 Sol. J. 719, that the tied covenant in a lease must be disregarded for the purposes of the last-named Act.

SOLICITOR FINED AT WITHAM.

At Witham recently, Rodney Ninnian Harrington Laing, solicitor, Little House, Billericay, was, says the *East Anglian Times*, summoned for driving a motor-car at an excessive speed at Witham on 4th inst.

Evidence was given that defendant, at the wheel of a big sports car, cut out from a line of traffic in the speed circuit area, overtook a charabanc and private car, and approached a bad corner, from the direction of Chelmsford, at a speed estimated at between twenty-five and thirty miles an hour.

Defendant, and a Capt. Cook, who was with him, denied the police estimate of the speed.

A fine of £2 was imposed.

Reviews.

Palmer's Company Law; a Practical Book for Lawyers and Business Men, with an Appendix containing the Companies Act, 1929, *and the Companies (Winding-up) Rules*. Thirteenth Edition. By Alfred F. Topham, LL.M., Bencher of Lincoln's Inn, one of His Majesty's Counsel, assisted by Alfred R. Taylour, M.A., of Lincoln's Inn, Barrister-at-Law. pp. clxxiv and 766 (including Index). 1929. London: Stevens & Sons, Ltd. 25s. net.

The thirteenth edition of this well-known work is published at a time and in circumstances which lend to it even more interest and importance than attached to almost any of the previous editions. The Companies Act, 1929, will come into force on the 1st November next, and this edition is brought up to date by incorporating the provisions of that Act. The work of the editor has, as usual, been well done, and the value of this volume to the profession cannot be doubted.

It has, of course, been necessary to re-cast the book to some extent to meet the alterations and modifications in the law made by the new Act, but on the whole the old arrangement has been adhered to and those familiar with the former editions will readily find their way about this, which, after all, is some advantage. The book does not pretend to be an exhaustive or comprehensive treatise—that is reserved for the larger work, of which the editor promises a new edition—but it is certainly one of the most important and authoritative contributions to legal literature on company law published since the passing of the Companies Act, 1929, and, indeed, since the publication of the last edition of "Palmer's Company Precedents."

We do not think that much, if any, advantage is gained by reprinting, as an appendix, the Companies Winding-up Rules of 1909, as it was well known that new Rules would be made. The draft of such new Rules has in fact already been published and may be expected to be adopted before the Act comes into force. We also think that the "Table of Corresponding Sections" might have been more carefully checked. No doubt that table is taken from that printed with the Bill as presented to the House of Lords, but we should not have expected the editor of "Palmer's Company Law" to have relied upon that. For example, it does not appear that the important s. 124 (1) of the new Act is based upon s. 26 (3) of the Act of 1908, nor that s. 40 (1) of the new Act is substantially a re-enactment of s. 82 of the Act of 1908. The side-note to s. 337 also is not corrected.

These, however, are minor defects in what is generally a valuable work.

We wish that the editor had indicated the alterations made in Table A. Those alterations have not been numerous, but some of them are important and consequential upon the changes effected by the Act, and it would, to the ordinary practitioner, have been an advantage to be able to see at a glance in what respects it had been found necessary or desirable to revise or add to Table A. We also wish that there were a table provided showing where the sections of the new Act could be found in the text, at any rate in those cases where substantial alterations have been made in the law. In the chapter devoted to the leading cases in relation to companies, we should have expected to see *Employers' Liability Assurance Corporation* v. *Sedgwick, Collins & Co.* [1927] A.C. 95, mentioned with a reference to s. 338 (2) of the new Act. Also we notice that the editor's comment upon the "*City Equitable Case*" (as to the liability of directors and others) is "See, however, Companies Act, 1929, s. 52." No doubt the intention was to refer to s. 152. Such defects, however, hardly detract from the value of a work which will be welcomed and much appreciated by the profession as a whole.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Death of Administrator of Deceased Shareholder.

Q. 1707. A lady died in 1927, having by her will left all she possessed to her husband absolutely, who (there being no appointment of executors) took out letters of administration with the will annexed. The grant was duly registered with a certain large company, in which the wife held fully-paid shares, and the certificate endorsed into the husband's name as administrator. The husband has now died, and the secretary of the company in question refuses to register probate of his will and insists on a further grant of administration being taken out to the estate of the wife. He quotes from their articles as follows :—

"The executors or administrators of a deceased member not being a joint holder, and in the case of the death of a joint holder the survivor or survivors, shall alone be recognised by the company as having any title to the shares registered in the name of the deceased member but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person.

"Any person becoming entitled to a share in consequence of the death or bankruptcy of a member, or otherwise than by transfer may, subject to the regulation hereinbefore contained, be registered as a member upon production of the share certificate and such evidence of title as may be required by the board, or, may, subject to the said regulations, instead of being registered himself, transfer such share. There shall be paid to the company in respect of any registration such fee not exceeding two shillings and sixpence as the board deem fit."

We have pointed out that the husband as administrator and universal legatee assented to the whole of the wife's property vesting in himself absolutely and beneficially and that therefore no grant *de bonis non* ought to be asked for or, indeed, would be made, and that they must treat the husband as absolute owner at the date of his death. We have also pointed out that companies having restrictions as to the holding of shares by executors or administrators as such, usually call attention thereto when probate or letters of administration are presented for registration. In this case we have supplied a copy of the wife's will and have assured the company that the shares in question were included in the Inland Revenue affidavit delivered on the husband's death. They still decline to register the probate, and we would like to know if any of your readers have had similar difficulty and how they have dealt with it ?

A. By s. 24 (2) Companies (Consolidation) Act, 1908, it is provided that (except in the case of the subscribers of the memorandum) a person is not a member of a company unless he is registered as such. A personal representative who does not apply for registration is not a member, and is not, therefore, personally liable for calls : *Buchan's Case* (1879), 4 A.C. 549. The husband at the date of his death was, therefore, not a member of the company, although he was the legal owner of the shares by virtue of his assent to the legacy, but though an assent will vest a legal title in shares, it does not of itself enable a legatee to deal with the shares concerned. As regards the husband's personal representative, although he in turn is invested with a legal title to the shares, it appears that on principle the secretary is right in refusing to register his title for, as he is neither a member nor the personal representative of a deceased member, the articles preclude the recognition of his title. If the original holder of the shares had bequeathed them to some person other than her husband, it would surely not be contended that the legatee's personal representative was entitled to registration, without a transfer from the husband, and the fact that the husband is universal legatee can hardly affect the situation. As for the remedy, I would suggest that provision for a case of this nature is made by para. (*v*) of sub-s. (1) of s. 51 of the Trustee Act, 1925, and that an order under that section should be applied for.

Assent to a Specific Devise—Costs.

Q. 1708. What, in your opinion, is a fair charge for an assent to a specific devise ?

A. From £1 11s. 6d. to £2 2s., according to the right of the description of the property desired, to cover "instructions," drafting, engrossing, writing executor to call, attending him executing assent, lodging for stamping, obtaining when stamped, and drafting and engrossing memorandum of assent on the probate.

Set-off of Claims before and after Liquidation.

Q. 1709. A had supplied goods to B Company Limited, and in March, 1928, a receiver on behalf of the debenture-holders was appointed in respect of the latter company. In June, 1928, a winding-up order was made and a liquidator appointed. B company owed A the sum of approximately £400 for goods supplied. In March of this year a new company was formed to take over the assets and liabilities of the old company, and is now trading as a going concern. During the course of the receivership A supplied the receiver with goods to the amount of £6 and has supplied the new company with goods to the amount of £4. The receiver, on the other hand, before his receivership was terminated, supplied A with goods on behalf of the company to the amount of £40. A claims that he can demand the whole of the £10 and can set-off the amount of £40 against the amount the old company owed him and quotes in support *Sutor & Drake* v. *Gorham* (1908), unreported ; see Acct. vol. XLII, p. 37 ; *Parsons & Others* v. *Sovereign Bank of Canada* (1912), 107 L.T. 572. Can A claim the £10 without accounting to the old company for the £40 or in the alternative can A waive his claim for £6 for goods supplied to the receiver of the old company and claim the £4 in respect of goods supplied to the new company ?

A. A's claim can be substantiated provided his transactions with the receiver were in accordance with contracts entered into with the old company prior to the appointment of the receiver, and there was no break in the continuity of the relationship between A and the company, as laid down in the second case, *supra*. A cannot therefore claim the £10 without accounting for the £40 to the new company, which is the assignee of the old company. A can of course adopt the alternative course suggested, but it is difficult to see why he should do so, as the new company took over the liabilities of the old company, including £400 owing to A.

Conveyancing Procedure under the Housing Act, 1925, s. 59 (1) (*d*).

Q. 1710. My urban district council have agreed with the sanction of the Ministry to sell some of the houses erected by them under the 1924 scheme. It was proposed to convey each house to the purchaser, the council giving a receipt in the conveyance for the full purchase money and taking a mortgage for the unpaid balance, treating such balance as an advance, and, of course, taking a receipt in the mortgage for such sum. Having regard to the Housing Act, 1925, s. 59 (1) (*d*) where

it states that the council may agree to the price being paid by instalments or to a payment of part thereof being secured by a mortgage of the premises, I have some doubts as to whether the usual method outlined above is correct. Is there any objection or should the facts be recited in both the conveyance and the mortgage? It is hoped that the method proposed is in order, because conveyances have already been printed.

A. The proposed method is in order, as there is no reason to adopt a different procedure, as between a council and a ratepayer, from that usually employed as between two individuals. The above sub-section merely adjusts the financial position as between the council and the Ministry, and there is no need to bring such matters on the title, as future purchasers are not concerned therewith.

Registration of Existing Charges on Goodwill.

Q. 1711. Under s. 91 of the Companies Act, 1929, particulars of any charge upon goodwill created before the commencement of the Act must be sent to the Registrar of Companies within six months after the commencement of the Act if the charge is then unsatisfied. Taking the usual case of a general floating charge on all the undertaking, property and assets of the company, which has already been registered as such under s. 93 (1) (*f*) of the Consolidation Act, 1908, we should be glad to have your opinion as to whether the implied charge on the goodwill which is created by such a floating charge will require further registration under the 1929 Act as a charge on the goodwill of the company.

A. The scope of s. 91 of the Companies Act, 1929, is defined by s. 79 (2) (*i*), and if the latter is read conjunctively it appears that the only charges on goodwill requiring separate registration are those relating to patents, trade-marks and copyrights. If the clause be read disjunctively, a charge on any goodwill requires registration, but it appears that the clause only applies to specific and not floating charges. It will be observed that cl. (*g*) of the sub-section refers to assets included in floating charges, so that if the implied charge on goodwill requires further registration, the same may be said of unpaid calls. In view of the duplication which would be involved the opinion is given that the implied charge on goodwill under a floating charge does not require further registration.

Director—Signature for Banking Purposes.

Q. 1712. A bank manager receives a letter from the secretary of a limited company to the effect that the company's cheques will in future bear different signatures owing to a change in directors. Is this sufficient authority for the bank to pay future cheques so signed? If not, what further authority or particulars should the bank obtain?

A. In every case where there is a change of directors it is advisable that a copy of the resolution appointing them, signed by the chairman and secretary, should be forwarded to the bank manager along with specimen signatures.

Liquidator—Payment by Mistake.

Q. 1713. A is appointed liquidator of a company, and in the course of his administration pays to B, the creditor, the sum of £60. Subsequently A withdraws from his position and C is appointed liquidator in his stead. C discovers that A has paid £20 too much under a mistake to B. C wishes to recover this sum paid in excess and is desirous of knowing whether he is to proceed against A or B. It is assumed that there was no negligence on the part of A, and the over-payment was purely a mistake of fact. I have advised that the new liquidator should proceed against B. Is this correct?

A. If the payment was made under a mistake of fact, B can be required to refund the amount overpaid. We agree that the new liquidator should proceed against B. As to the possible liability of A, reference may be made to *In re Windsor Steam Coal Co.* [1929] 1 Ch. 151.

Notes of Cases.

Court of Appeal.

Harris *v.* Stacey.

Scrutton, Greer and Russell, L.JJ. 26th July.

Landlord and Tenant—Dwelling-house—Rent Restrictions—Decontrol—Exception—Sub-letting of Part—Principal Act not Ceasing to Apply—Rent and Mortgage Interest Restrictions Act, 1923 (13 & 14 Geo. V, c. 32), s. 2 sub-s. (1).

Appeal from a decision of the Divisional Court.

The plaintiff, Mrs. Amy Harris, of Crane Grove, Holloway, appealed from a judgment of the Divisional Court (Swift and Mackinnon, JJ.) reversing an order of the judge of the Clerkenwell County Court, who had given the plaintiff an order for possession of two rooms in her house of which the defendant was the sub-tenant. The county court judge held that the defendant was not entitled to the protection of the Rent Restrictions Acts. The plaintiff was the tenant of a small dwelling-house at Holloway, which she held on a yearly tenancy from the London, Midland and Scottish Railway Company. From time to time, for some years, she had sub-let parts of the house. In 1925, she had sub-let the two rooms in question in these proceedings to a sub-tenant, and in 1927, the sub-tenant gave up possession of the two rooms to the plaintiff. A few days later the plaintiff sub-let the two rooms in question to the defendant, Stacey, at a weekly rental of 16s. The plaintiff now claimed to be entitled to recover possession of those two rooms on the ground that they had been decontrolled, by virtue of the fact that she (the plaintiff) had had actual possession of the whole of the dwelling-house for a few days in 1927, before the defendant's sub-tenancy began. The county court judge made an order for possession. The defendant appealed to the Divisional Court and contended that he was protected by the provisions of the Rent Restrictions Acts. The Divisional Court (Swift and Mackinnon, JJ.), upheld the defendant's contention, and held that the proviso to sub-s. (1) of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, applied. By s. 2, sub-s. (1) of the Rent and Mortgage Interest Restrictions Act, 1923, "Where the landlord of a dwelling-house to which the principal Act (i.e., the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920) applies is in possession of the whole of the dwelling-house at the passing of this Act (i.e., 31st July, 1923), or comes into possession of the whole of the dwelling-house at any time after the passing of this Act, then from and after the passing of this Act, or from and after the date when the landlord subsequently comes into possession, as the case may be, the principal Act shall cease to apply to the dwelling-house: Provided that, where part of a dwelling-house to which the principal Act applies is lawfully sub-let, and the part so sub-let is also a dwelling-house to which the principal Act applies, the principal Act shall not cease to apply to the part so sub-let by reason of the tenant being in or coming into possession of that part . . ." The whole dwelling-house of which the plaintiff was the tenant was a dwelling-house to which the Rent Restrictions Acts applied, and the part sub-let to the defendant was also a dwelling-house to which those Acts applied. Moreover, the rooms which were sub-let to the defendant were lawfully sub-let to him. The Divisional Court remitted the case to the county court judge for him to determine whether the plaintiff could obtain relief under s. 5 of the Increase of Rent &c. (Restrictions) Act, 1920, against a sub-tenant whom she (the plaintiff) alleged was a nuisance. The plaintiff now appealed on the ground that the decision of the county court judge was right and that his order should be restored.

The Court (Scrutton, Greer and Russell, L.JJ.), dismissed the appeal, holding that the case came within the terms of the proviso to sub-s. (1) of s. 2 of the Rent and

Mortgage Interest Restrictions Act, 1923, which established an exception to the operation of the decontrolling section of that Act. The defendant (the sub-tenant) was therefore protected by the Rent Restrictions Acts, as by virtue of the proviso the Act of 1920 had not ceased to apply to the part so sub-let. since the Act of 1920 applied to the whole of the dwelling-house as well as to the part sub-let, and the rooms in this case had been lawfully sub-let to the defendant within the meaning of the proviso. The view of the Divisional Court was therefore right. Appeal dismissed.

COUNSEL: *Phineas Quass.*

SOLICITORS: *Henniker, Rance & Co.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Davies *v.* **Davies.** Bateson, J. 22nd July.

DIVORCE—VARIATION OF SETTLEMENTS—SUM RAISED OUT OF SETTLED FUND TO PAY WIFE'S COSTS—COSTS OF PERSONS INTERESTED IN THE SETTLEMENT.,

This was a motion to confirm the report of the registrar on a petition for variation of a settlement, the petitioner asking in addition that the trustee of the settlement might be directed to raise a sum out of the settled fund for payment of the petitioner's costs of the main suit and of the present proceedings for variation. The wife petitioner had been granted a decree *nisi* of dissolution and had been given her costs of consolidated cross-suits. There were eight children of the marriage, the question of the custody of certain of whom had been referred to chambers. The settlement to be varied was an ante-nuptial settlement by the wife upon usual trusts of a fund producing at the present time an income of under £100 per annum, the wife having a power of appointment amongst children or remoter issue. Failing appointment the fund went to all the children in equal shares. The husband had brought no property into settlement. There was one trustee of the settlement surviving. Since the suit the wife was earning her living as a lady's companion at a salary of £1 per week and her keep. The husband who had paid no costs of the suit, was employed as a farm bailiff at £4 per week. All the children were living with him, the two elder sons contributing their wages on the farm of £1 per week each to the housekeeping expenses. The wife asked in her petition for variation: (1) That the husband's life interest might be extinguished; (2) That his power of appointing or concurring in the appointment of new trustees might be extinguished, and (3) That the trustee might be directed to raise £452 19s. 6d. for payment of the costs of the main suit and such further sum as should be allowed on taxation for costs of the proceedings for variation, upon the undertaking of the petitioner to repay to the trustee any sum recovered from the respondent in respect of such costs, for the purpose of the same being added to the trust fund. The registrar reported in favour of the petitioner, and submitted that the settlement should be varied in the terms of the prayer to the petition as above. Counsel for the wife, in moving to confirm the report, submitted that if the debt for the wife's costs was allowed to be raised in the way asked for in the prayer to her petition, she might at some future time be able to have some of the children with her, which would not be desirable so long as the debt was hanging over her. Counsel for the infants opposed the confirmation of the report on the ground that it could never be to the benefit of infants to consent to the depletion of a fund to which they might ultimately succeed. As far as he (counsel) knew, there was no reported case in which the wife had been allowed to do what the petitioner was now asking, where the children were not actually with the wife. Counsel for the trustee and the respondent, who appeared in person as guardian *ad litem* of the minor children, also opposed the report.

BATESON, J., said, in confirming the report, that it was in the interests of everybody that the costs should be paid. It would be a bad precedent if a wife were precluded from having with her children, to the custody of whom she was entitled, by reason of the respondent husband's failure to pay costs. He (his lordship) did not see why it had been necessary in the present case for the trustee and the infants to be separately represented. The report would be confirmed and the wife's costs of the motion and half of the children's and half of the trustee's costs would be added to the costs under the registrar's report. The other half of the children's and of the trustee's costs to be paid by the respondent.

COUNSEL: *Walter Frampton*, for the wife petitioner; *Tyndale*, for the infants; *Hancock*, for the trustee.

SOLICITORS: *Ward, Bowie & Co.*, for *Lane, Clutterbuck & Co.* Birmingham; *Taylor, Rowley & Co.*, for *David Allen & Carver*, Hereford; *Hancock & Willis.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

In the Estate of Guinee, deceased.

Lord Merrivale, P. 24th July.

PROBATE—APPLICATION TO SEND ORIGINAL WILL OUT OF THE JURISDICTION—REQUIREMENT BY IRISH FREE STATE COURT OF REFUSAL BEFORE RECEIVING SECONDARY EVIDENCE—COSTS.

This was an application on motion for production out of the Principal Probate Registry of an original will for the purpose of adducing it as evidence at the trial of a probate action in Dublin.

Lord MERRIVALE, P., referred at the outset to *In re William Greer, deceased*, 45 T.L.R. 362, 73 SOL. J. 349, and said that in that case he had endeavoured to make it plain to everybody that the Probate Court had no authority to let documents of that character, which were in its custody, go out of the jurisdiction. In view of that decision publicly made he could not see what useful purpose could be served by the present motion which involved costs.

Counsel for the applicant explained that it was known to those instructing him that the application must fail, but the court of the Irish Free State required a formal refusal by the Probate Court to allow the original will to go out of the jurisdiction before it would allow secondary evidence of the document to be given.

Lord MERRIVALE, P., refused the application on the ground that the court had no jurisdiction to grant, and said that it would be for the court of the Irish Free State to deal with the question of the costs of the motion.

COUNSEL: *G. V. Cameron*, for the applicants.

SOLICITORS: *Herbert Z. Deane & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Long Vacation, 1929.

NOTICE.

During the Vacation, up to and including Thursday, 5th September, all applications "which may require to be immediately or promptly heard," are to be made to The Hon. Mr. Justice LUXMOORE.

COURT BUSINESS.—The Hon. Mr. Justice LUXMOORE will, until further notice, sit in The Lord Chancellor's Court, Royal Courts of Justice, at half-past 10 on Wednesday in each week commencing on Wednesday, 7th August, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in court.

PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of notice of motion, one bearing a 5s. adhesive stamp.

3.—Two copies of writ and two copies of pleadings (if any).
4.—Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court of the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows :—" Chancery Official Letter : To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar.—Mr. RITCHIE (Room 188).

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice LUXMOORE will sit for the disposal of King's Bench Business in Judge's Chambers at 11 a.m. on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 14th and 28th August, and the 11th and 25th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 7th and 21st August, the 4th and 18th September and the 2nd October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Vacation Notes.

The Law Society's offices will be open till the 30th September, between the hours of 10 a.m. and 3 p.m., closing on Saturdays at 1 p.m. The hall, libraries and common room will be open from the usual hour to 6 p.m. during the same period.

The Lincoln's-inn library will be open during the vacation from 11 a.m. to 4 p.m. (last week, 10 a.m. to 4 p.m., Tuesdays 11 a.m. to 5 p.m.). It will be closed on Saturdays.

The Inner Temple library will be closed during August. From the 1st to the 20th September it will be open daily from 10 a.m. to 2 p.m., except on Saturdays, when it will be closed. From the 21st to the 30th September it will be open from 10 a.m. to 4 p.m., Saturdays 10 a.m. to 2 p.m.

The Middle Temple library will be open during the vacation between 10 a.m. and 4 p.m., Saturdays 10 a.m. to 1 p.m.

The Gray's-inn library will be open during the Long Vacation as follows : The 1st to the 31st August, from 10 a.m. to 2 p.m. (closed on Saturdays) ; the 1st to the 30th September, from 10 a.m. to 4 p.m. (Saturdays, 10 a.m. to 1 p.m.).

The chambers of the Registrar of Companies (Winding-up) Bankruptcy-buildings, Carey-street, will be opened on Monday, Tuesday, Wednesday, Thursday and Friday in every week during the Long Vacation from 11 to 2. Applications to the registrar, which require to be immediately or promptly heard, and of the nature of vacation business, are to be made to the registrar in attendance. Petitions and applications which may require to be immediately heard are to be made to Mr. Justice Luxmoore, who will sit as Long Vacation judge in the Lord Chancellor's Court, on every Wednesday in the vacation at 10.30. No petition will be placed in the judges' list unless leave has been previously obtained, and no other application will be so placed without such leave or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

There will be no session held at the Guildhall, Westminster, for cases arising in the county of Middlesex during the present month. The next session (Michaelmas Quarter Sessions) will commence on Saturday, the 21st September, at 10.30.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 2), 1929. DATED JULY 31, 1929.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

1. At the end of Rule 9 of Order XII the following words shall be added as a new paragraph :—

" (2) This Rule shall not apply to a defendant entering an appearance in person through the post under Rule 8A of this Order."

2. These Rules may be cited as the Rules of the Supreme Court (No. 2), 1929, and shall come into operation on the 31st day of August, 1929, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

Dated the 31st day of July, 1929.

Sankey, C.	*F. H. Maugham*, J.
Hanworth, M.R.	*T. R. Hughes.*
Merrivale, P.	*E. H. Tindal Atkinson.*
P. Ogden Lawrence, L.J.	*C. H. Morton.*
A. A. Roche, J.	*Roger Gregory.*
Rigby Swift, J.	

THE VACCINATION ORDER, 1929, DATED AUGUST 15, 1929, MADE BY THE MINISTER OF HEALTH UNDER THE VACCINATION ACTS, 1867 TO 1898, AND THE VACCINATION ACT, 1907. (72922.)

Whereas by the Vaccination Order, 1898, (*a*) (hereinafter referred to as " the Order of 1898 "), as amended by the Vaccination Order, 1907,(*b*) (hereinafter referred to as " the Order of 1907 "), the Vaccination Order (No. II), 1907,(*c*) (hereinafter referred to as " the Order (No. II) of 1907 "), the Vaccination Order, 1914,(*d*) the Vaccination Order, 1919,(*e*) (hereinafter referred to as " the Order of 1919 "), and the Vaccination Order, 1924,(*f*) (hereinafter referred to as " the Order of 1924 "), the Local Government Board and the Minister of Health, in pursuance of the Vaccination Acts, 1867 to 1898, made certain rules and regulations with respect to Public Vaccination ;

And whereas it is expedient that certain of the said Orders should be further amended as hereinafter set forth :

Now therefore the Minister of Health, in the exercise of his powers in that behalf, hereby orders as follows, that is to say :

1. This Order shall come into operation on the 1st day of October, 1929, and may be cited as the Vaccination Order, 1929.

2. The Order of 1898 shall have effect as if for the Third Schedule thereof there were substituted the First Schedule to this Order.

3.—(*a*) For paragraph 6 of the Form A set out in the Schedule to the Order of 1924 the following paragraph shall be substituted, that is to say,—

" 6.—(1) If the vaccination is performed by the Public Vaccinator, he will afterwards inspect the child in order that, if the operation has been successful, he may fill up and sign the requisite certificate. If, in his opinion, the child requires medical treatment in consequence of the vaccination, it will be the duty of the Public Vaccinator to attend and prescribe such treatment as may be required without charge to you.

" (2) If the vaccination is performed by a medical practitioner other than the Public Vaccinator, he will afterwards inspect the child in order that, if the operation has been successful, he may fill up and sign the requisite certificate."

(*b*) The following paragraph shall be included in the said Form A—

" 9. If application is made to the Public Vaccinator at any time, he will revaccinate the child free of cost to the parent or guardian. Revaccination is desirable after the child reaches the age of 5 years, and again after it reaches the age of 14 years."

4. The Orders of 1898 and 1907, as amended by this Order and by other Orders, shall have effect subject to the further modifications set out in the Second Schedule to this Order.

5. Any contract made with a Public Vaccinator for public vaccination and any contract with the Medical Officer of a workhouse for the vaccination of the persons resident therein which is in force at the commencement of this Order shall be deemed to be varied so far as may be necessary to give effect to the provisions of this Order.

FIRST SCHEDULE.

Instructions to Vaccinators under Contract.

(1) Except so far as any immediate danger of smallpox may require, the public vaccinator must vaccinate only subjects

(*a*) S.R. & O. Rev. 1904, XIII, Vaccination, E, p. 1 (1898, No. 728)
(*b*) S.R. & O. 1907 (No. 381) p. 1052. (*c*) S.R. & O. 1907 (No. 1402) p. 1664
(*d*) S.R. & O. 1914 (No. 1511) III, p. 347. (*e*) S.R. & O. 1919 (No. 1060) II, p. 858.
(*f*) S.R. & O. 1924 (No. 968) p. 1844.

who are in good health. As regards infants, he must ascertain that there is not any febrile state, nor any irritation of the bowels, nor any unhealthy state of the skin, especially no chafing or eczema behind the ears, or in the groin, or elsewhere in the folds of skin. He must not, except of necessity, vaccinate in cases where there has been recent exposure to the infection of diseases such as measles, scarlatina, or diphtheria, nor where erysipelas is prevailing in or about the place of residence.

(2) If it be necessary to postpone vaccination on medical grounds a certificate to that effect must be given by the public vaccinator in the form prescribed by the Minister of Health or to the like effect—

(*a*) If in his opinion the child is not in a fit and proper state to be vaccinated; or

(*b*) If in his opinion the child cannot be safely vaccinated on account of the condition of the house in which it resides or because there is or has been a recent prevalence of infectious disease in the district; and in any such case the public vaccinator is required forthwith to give notice of such certificate to the medical officer of health of the district in the Form P. set out in the Fifth Schedule to this Order,* or to the like effect.

(3) All public vaccinations are to be performed with glycerinated calf lymph, or with such other lymph as may be issued by the Minister of Health. If the parent or other person having the custody of the child requires that it shall be vaccinated with lymph issued by the Minister of Health, the vaccination must be performed with such lymph.

(4) The public vaccinator must keep such record of the lymph he uses for vaccination as will enable him always to identify the origin of the lymph used in each operation. He must not employ lymph supplied by any person who does not keep an exact record of its source.

(5) The public vaccinator must keep in good condition the lancets or other instruments which he uses for vaccinating, and he must not use them for any other purpose whatever. When vaccinating he must have with him the means of sterilising and cleansing his instruments. He must cleanse and sterilise his instruments immediately before and after performing each vaccination. When once he has unsealed a tube of lymph he must never attempt to keep any part of its contents for the purpose of vaccination on a future occasion. In no circumstances whatever should the mouth be applied directly to the tube in which the lymph is contained for the purpose of expelling the lymph. In the case of ordinary capillary tubes an artificial blower may be properly used for this purpose.

(6) Vaccination should at every stage be carried out with asceptic precautions. These should include: 1st, the thorough cleansing of the surface of the skin before vaccination; 2nd, the invariable use of sterlised instruments; and 3rd, the effective protection of the vaccinated surface against extraneous infection both on the performance of the operation and on inspection of the results.

Advice should always be given to the person having the custody of the child as to the necessity of effective protection of the vaccinated surface until the scabs have fallen and the arm has healed.

(7) In all ordinary cases of vaccination or re-vaccination, the public vaccinator should vaccinate in one insertion preferably by a single linear incision or scratch not more than a quarter of an inch long merely through the epidermis. This incision should be made in the long axis of the limb. The lymph may be applied to the cleansed skin and the incision made through it, or the lymph may be applied to the incision immediately after the latter has been made. The lymph may be gently rubbed into the scratch with the side of the needle or lancet. In cases in which the public vaccinator or the vaccinee (or the parent or other person having custody of a child vaccinee) desires to obtain additional protection at one operation (i.e., where the maximum protection against small-pox is desired, or where the circumstances make it especially desirable to avoid risk of failure), the public vaccinator may, if he considers it necessary, increase the number of such insertions. The number of insertions should not exceed four, and they should be placed so as to avoid coalescence of the resulting vesicles. The aim of the public vaccinator should be to produce successful vaccination with the minimum of injury to the tissues. In no circumstances should the vaccinated area be cross-scarified or cross-hatched.

Opportunity should be taken by the public vaccinator to recommend that, in view of single-insertion vaccination, re-vaccination is advisable at an earlier period than if more insertions had been made than one.

(8) The public vaccinator must enter all cases in his register on the day when he vaccinates them, together with all particulars required in the register up to and including the column headed "Initials of person performing the vaccination." The results of the vaccination are to be entered in the register upon the day of inspection and attested by the initials (in Column No. 13) of the person who makes the inspection. In cases of successful *primary* vaccination the public vaccinator must record the number of separate normal vaccine vesicles or groups of vesicles which have been produced. In cases of *re-vaccination* he must register as "successful" only those cases in which either vesicles, normal or modified, or papules surrounded by areolae, have resulted.

When any operation (whether vaccination or re-vaccination) has to be repeated owing to want of success in the first instance it should be entered as a fresh case in the register.

* i.e., The Vaccination Order, 1898.

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SECOND SCHEDULE.

Order and provisions thereof to be modified.	Words or part of paragraph to be omitted.
Order of 1898: Paragraph (3) of Second Schedule	The words "Provided that in the case of revaccination such person shall not be less than ten years old, and shall not have been previously revaccinated within a period of ten years."
Order of 1907: Article I	Division (*f*) in paragraph (1) of the Article 3 substituted for Article 3 of the Order of 1898.
Paragraph (4) of the form of covenant by Public Vaccinator set out in the First Schedule	The words "who is not less than ten years of age, and has not been previously revaccinated within a period of ten years."
Paragraph (5) of the form of covenant by Guardians set out in the First Schedule.	The division numbered (ii.)

Given under the Official Seal of the Minister of Health this fifteenth day of August, nineteen hundred and twenty-nine.

(L.S.) *R. H. H. Keenlyside,*
Assistant Secretary, Ministry of Health.

Legal Notes and News.

Professional Announcements.

(2s. per line.)

Messrs. Brown, Turner, Compton Carr & Co., Solicitors, 3 & 4, Clement's Inn, W.C.2, and 11, St. George's Place, Southport, announce that they have taken into partnership Mr. Geoffrey Manwaring Brown, M.A., O.B.E., the son of their senior partner (Mr. F. W. Brown).

Wills and Bequests.

Mr. John Petch, Solicitor, Kirbymoorside, Yorks, Clerk to the Rysdale Justices, left estate of the gross value of £36,570.

Mr. Frederick Stoneman Reed, Solicitor, of Abertone, High-street, Wellington, Somerset, left estate of the gross value of £1,077.

Mr. Albert James Larcome, Solicitor, of Avoca, London-road, Waterlooville, and of Central Chambers, Portsmouth, left estate of the gross value of £8,637.

MAGISTRATE AND MOTOR-COACH ROUTES.

When Henry Brun Payne, of Trinity-road, Southend, was fined £1 on Tuesday for wilfully deceiving passengers as to the route of the motor-coach he drove, Mr. J. H. Burrows, chairman of the Southend magistrates, said that, if necessary, care must be taken by the police that charabanc proprietors and drivers should comply with the bargain they had made with the public. A police inspector stated that instead of taking the passengers to Hadleigh, Payne took them to Wakering Gardens.

WOKING COUNCILLOR AND HOUSING SUBSIDY.

The hearing was concluded—the jury returning a verdict of "Guilty"—at the adjourned Surrey Quarter Sessions, at Kingston, on the 14th inst., before Mr. Cecil Whiteley, K.C., of the charges against George William Freeman, 46, a builder, of Horsell, a member of Woking Urban District Council, who was indicted for causing by false pretences, between 6th September, 1928, and 6th May, 1929, a cheque value £50 to be delivered by the Woking Council to Gordon Ernest Maxwell, for the benefit of Maxwell and himself; and further with attempting by false pretences, on or about 1st May, to cause £50 to be paid by the Council to George Herbert Humby for the benefit of Humby and himself.

Mr. Roland Oliver, K.C., and Mr. G. B. McClure appeared for the Council on the instructions of the clerk, Mr. F. J. R. Mountain; Mr. H. D. Roome, instructed by Mr. J. R. Hanning, Woking, defended. The accused pleaded "Not Guilty."

The case arose out of the payment of a subsidy on a house built by Freeman for £570 on a site costing £112 10s. for Maxwell. The maximum value of a house on which a subsidy was paid was £600. The forms were filled in by Freeman.

The accused man, who had given evidence that he understood the subsidy was paid if in the opinion of the Council the property did not exceed in value £600, said at the hearing, in cross-examination by Mr. Oliver, that he had adopted the same method in building other subsidy houses. He took cost to mean actual material and labour. He did not see the minutes of the Housing Committee fixing the new subsidy conditions, although he was a member of the Council at the time. He had suggested to the Housing Committee that if they took into account all the figures and that the land was given to Maxwell by his uncle the house qualified for the subsidy.

The jury returned a verdict of "Guilty," with a strong recommendation to mercy.

Freeman was bound over for two years and ordered to repay the £50 to the Council and the costs not exceeding £150.

The Chairman said: The court has hesitated for some time over whether they ought not in the public interest to send you to prison, but, having regard to the fact that the jury made a strong recommendation to mercy, and that, so far as the prosecution know, these are isolated offences, we have come to the conclusion that we can deal with you in this way. This was, of course, a serious offence, because it was obtaining public money by false pretences.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 12th September, 1929.

	Middle Price 29th Aug.	Interest Yield.			Yield with Redemption.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	82	4	17	7	—		
Consols 2½%	54	4	12	7	—		
War Loan 5% 1929-47	101¼	4	18	9	—		
War Loan 4½% 1925-45	94	4	15	9	5	1	0
War Loan 4% (Tax free) 1922-42	101	3	19	3	3	18	0
Funding 4% Loan 1960-1990	85¼	4	13	9	4	15	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	90½	4	8	5	5	0	0
Conversion 4½% Loan 1940-44	94	4	15	9	5	1	6
Conversion 3½% Loan 1961	73	4	15	9	—		
Local Loans 3% Stock 1912 or after	62	4	16	9	—		
Bank Stock	245	4	18	0	—		
India 4½% 1950-55	86	5	4	8	5	10	6
India 3½%	66	5	6	1	—		
India 3%	57	5	5	3	—		
Sudan 4½% 1939-73	92	4	17	9	4	19	0
Sudan 4% 1974	84	4	15	3	4	17	6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3	13	2	4	4	0
Colonial Securities.							
Canada 3% 1938	85	3	10	7	5	2	0
Cape of Good Hope 4% 1916-36	93	4	6	0	5	4	0
Cape of Good Hope 3½% 1929-49	79	4	8	7	5	4	0
Commonwealth of Australia 5% 1945-75	95	5	5	3	5	5	6
Gold Coast 4½% 1956	94	4	15	9	4	18	0
Jamaica 4½% 1941-71	94	4	15	9	4	17	0
Natal 4% 1937	93	4	6	0	5	4	0
New South Wales 4½% 1935-45	88	5	2	3	5	12	6
New South Wales 5% 1945-65	95	5	5	3	5	6	0
New Zealand 4½% 1945	93	4	16	9	5	3	0
New Zealand 5% 1946	100	5	0	0	5	0	0
Queensland 5% 1940-60	95	5	5	3	5	6	3
South Africa 5% 1945-75	99	5	1	0	5	1	0
South Australia 5% 1945-75	95	5	5	3	5	1	0
Tasmania 5% 1945-75	95	5	5	3	5	1	0
Victoria 5% 1945-75	95	5	5	3	5	1	0
West Australia 5% 1945-75	95	5	5	3	5	1	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	60	5	0	0	—		
Birmingham 5% 1946-56	101	4	19	0	4	18	6
Cardiff 5% 1945-65	99	5	1	0	5	1	0
Croydon 3% 1940-60	69	4	6	11	4	18	6
Hull 3½% 1925-55	76	4	12	1	5	4	0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4	18	7	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4	16	3	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	61½	4	17	7	—		
Manchester 3% on or after 1941	61	4	18	0	—		
Metropolitan Water Board 3% 'A' 1963-2003	62	4	16	9	—		
Metropolitan Water Board 3% 'B' 1934-2003	62	4	16	9	—		
Middlesex C. C. 3½% 1927-47	81	4	6	5	5	2	6
Newcastle 3½% Irredeemable	70	5	0	0	—		
Nottingham 3% Irredeemable	60	5	0	0	—		
Stockton 5% 1946-66	100	5	0	0	5	0	0
Wolverhampton 5% 1946-56	101	4	19	0	4	19	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	79	5	1	3	—		
Gt. Western Rly. 5% Rent Charge	96	5	4	2	—		
Gt. Western Rly. 5% Preference	89	5	11	9	—		
L. & N. E. Rly. 4% Debenture	74	5	8	1	—		
L. & N. E. Rly. 4% 1st Guaranteed	69½	5	15	2	—		
L. & N. E. Rly. 4% 1st Preference	63	6	7	0	—		
L. Mid. & Scot. Rly. 4% Debenture	76¾	5	4	3	—		
L. Mid. & Scot. Rly. 4% Guaranteed	73½	5	8	9	—		
L. Mid. & Scot. Rly. 4% Preference	67	5	19	5	—		
Southern Railway 4% Debenture	76½	5	4	7	—		
Southern Railway 5% Guaranteed	95	5	5	3	—		
Southern Railway 5% Preference	83½	5	19	9	—		

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

DISABLED OFFICER, experienced journalist, requires post racing correspondent daily newspaper; general sporting and sub-editorial experience. Dis. 280

EX-CAPTAIN R.A.S.C., M.T., six years' service, married, two children, public school education, urgently requires work of any kind; over 20 years' experience in garage management, transport and car sales. 4981

EX-RANKER Officer and wife seek post to manage hostel or private hotel; wife expert cook (diplomee, gold medallist); economical caterer; experienced management staff. 10896

GARAGE Manager and Salesman requires post with provincial firm; 12 years' experience all branches of the trade; good knowledge of second-hand market and h.p. system, office routine, etc.; highest references. 8209

EX-OFFICER (45), married, wants work. Estate, secretarial, educational, or any position requiring personality, tact, energy, and a trained mind; experience architecture, building, surveying, farming; highest credentials. 10983

ENGINEER, seven years Technical Manager canal, 240 kilometres, connecting Rivers Danube and Theiss; shipping, irrigation, drainage, water power, management agricultural land; seven years railway maintenance; five years railway construction, stations and building, permanent way, bridging; preliminary and detailed surveys. Dis. 279

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